



# WASHOE COUNTY

Integrity Communication Service  
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CM/ACM	<u>KS</u>
Finance	<u>RE</u>
DA	<u>SH</u>
Risk Mgt.	<u>DE</u>
HR	<u>N/A</u>
Comptroller	<u>CA</u>

## STAFF REPORT BOARD MEETING DATE: January 10, 2017

**DATE:** December 16, 2016

**TO:** Board of County Commissioners

**FROM:** Megan Sizelove, P.E., Project Manager, Capital Projects, Community Services Department, 328-2316, [msizelove@washoecounty.us](mailto:msizelove@washoecounty.us)

**THROUGH:** Dwayne Smith, P.E., Division Director, Engineering & Capital Projects, Community Services Department, 328-2043, [desmith@washoecounty.us](mailto:desmith@washoecounty.us)

**SUBJECT:** Recommendation to approve an Agreement for Professional Consulting Services between Washoe County and MBA Architecture & Interior Design to provide design and engineering services for future CPS Visitation Center located at 905 E. Prater Way in Sparks, Nevada [\$116,610]. (Commission District 4.)

### SUMMARY

The Community Services Department (CSD) is requesting approval of a professional services agreement with MBA Architecture & Interior Design to provide design and engineering services for the future CPS Family Visitation Center located at 905 E. Prater Way in Sparks, Nevada.

The Agreement is inclusive of all anticipated professional services from the various specialties necessary to develop construction documents for the future Family Visitation Center. Specifically, this includes the architect and interior design, electrical engineering, mechanical/plumbing, fire protection, structural engineering, civil engineering, landscape architect, as well as a cost estimating/scheduling consultant.

The Design team will create an as-built/site plan of existing building and work with Washoe County to identify needs of the future facility. Upon completion, design and engineering services will commence to develop construction documents. A Cost Estimating consultant will provide an estimate for furniture, fixtures, and equipment as well as overall construction costs. A projected construction schedule will also be provided upon completion of construction documents. Scope of services includes minimal construction administration support from each of the specialty firms identified above.

Due to the nature of this project and anticipated positive impact it will have on our community we foresee there being opportunities to partner with the local industry in the form of reduced labor rates as well as donation of time and materials. The billing rates associated with the subject agreement with MBA Architecture & Interior Design will be at a reduced/blended rate.

The facility will consist of several different visitation rooms including of infant rooms and large communal family rooms. Interior and exterior play areas including a computer room, sensory gym, half-court basketball court and play structures. A kitchen area for both employees and visitation purposes will assist in development of cooking skills along with an outdoor dining area. Additional areas include office spaces for two (2) WCDSS employees, restrooms, storage room for community donations and various storage closets.

Strategic Objective supported by this item: Safe, secure and healthy communities.

### **PREVIOUS ACTION**

On July 26, 2016, the Board of County Commissioners (Board) approved staff to proceed with the selection of a building for use by the Child Protective Services as a family visitation center and authorized the Director of Social Services, Director of Community Services, and the District Attorney's Office to negotiate a potential acquisition; approved up to \$20,000 for a refundable earnest deposit for the building of interest; and authorized the Director of Social Services to approve any due diligence needed, including a Phase I environmental study, appraisals, and inspections necessary, up to \$21,000, (for a total cost not to exceed \$41,000); and if the acquisition is acceptable, directed staff to return to the Board for review of the terms and final approval of the acquisition.

On October 25, 2016, the Board approved the terms of purchase for the property located at 905 E. Prater Way, Sparks, Nevada for use by the Child Protective Services as a family visitation center in the amount of \$535,000; and authorized the Chair to act on behalf of Washoe County to execute and deliver any and all instruments and funds, including without limitation, contracts, agreements, notices, escrow instructions, closing documents and all other documents as may be necessary or appropriate to accomplish the acquisition of the property located at 905 E. Prater Way, Sparks, Nevada.

### **BACKGROUND**

The goal of the family visitation center is to facilitate a more family friendly environment, where families can visit with their children in foster care. Washoe County Department of Social Services (WCDSS) objection is to preserve families whenever possible. The visitation center will allow for families and staff to work together in a non-office setting, creating a safe, family friendly, home-like environment for families to grow and learn, while they transition through their child's safety plan.

The concept for scheduling visitation at the center includes family visits that would be facilitated, monitored and supervised by trained foster parent facilitators and volunteers. The Department practices a visitation model that engages both the child's natural family caregivers (biological parents) and their substitute caregivers - often foster parents or relatives. This practice is based on a model developed by the University of Delaware known as Attachment and Bio-behavioral Catch-Up for Visitation or ABC-V. This visitation practice has been studied and implemented through the Youth Law Center at the Department with very positive results such as reducing the number of placements and decreasing the time to reunification. As required, the first 5 visits for the ABC-V cases

would remain at the current 350 S. Center Child Welfare location so that the assigned Social Worker, Human Support Specialist and Foster Parent could still assess safety, provide the information and parent training for ABC-V and to ensure appropriate observation and open communication. The first 5 visits generally take place within 2-3 weeks of removal of the child from the home, at which time, if deemed appropriate, the visits could be transitioned to the visitation center as an offsite option for families and foster parents.

### **FISCAL IMPACT**

The Child Visitation Center is included in the FY 2017-2022 adopted Capital Improvement Program budget. Budget authority in the amount of \$585,000 was approved under PW920708 funded by a transfer from the Fund 221 – Indigent Fund. The purchase of the building was completed for \$558,929.07 in October of this year. PW920708 has available budget in the amount of \$26,070.93 to support a professional services contract to complete necessary repairs to bring the Child Visitation Center to County Code. The remainder of the Professional Services Contract in the amount of \$90,539.07 will be funded by the Indigent Fund in cost center 221300 g/l 710100. The Social Services Department also has budget authority in the amount \$504,000 in IO 11358 – VOCA Visitation for the necessary renovations of this building allowable under grant funding.

### **RECOMMENDATION**

It is recommended that the Board of County Commissioners approve an Agreement for Professional Consulting Services between Washoe County and MBA Architecture & Interior Design to provide design and engineering services for future CPS Visitation Center located at 905 E. Prater Way in Sparks, Nevada [\$116,610].

### **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be "Move to approve an Agreement for Professional Consulting Services between Washoe County and MBA Architecture & Interior Design to provide design and engineering services for future CPS Visitation Center located at 905 E. Prater Way in Sparks, Nevada [\$116,610].

## AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into between Washoe County, a political subdivision of the State of Nevada ("County") and MBA Architecture & Interior Design ("Consultant"), collectively (the "Parties").

### WITNESSETH:

WHEREAS, County desires to engage Consultant to render certain consulting services in Support of the "WCSS Visitation Center, 905 E. Prater Way Project" (the "Project"); and

WHEREAS, County requires certain professional services in connection with the Project, as described in **Exhibit "A", Scope of Work** (the "Services"); and

WHEREAS, Consultant represents that it is duly qualified, ready, willing and able to provide the Services by virtue of its education, training and experience; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

### ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be January 10, 2017.

CONSULTANT shall begin performance of services as provided herein upon notice to proceed and shall complete all Services identified in Exhibit A, Scope of Work in accordance with the Standard of Care as set forth in Article 5 herein no later than October 17, 2017, unless this Agreement is terminated sooner in accordance with its terms.

### ARTICLE 2 - SERVICES TO BE PERFORMED BY CONSULTANT

Consultant agrees to perform and complete all Services identified in Exhibit A, Scope of Work under this Agreement, and any amendment thereto in accordance with the Standard of Care as set forth in Article 5 herein. Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all reports, information, specifications and other items and services furnished under this Agreement and any amendments hereto. County reserves the right to inspect, comment on, and request revision of, all Services identified in Exhibit A and any amendments thereto performed by Consultant prior to acceptance, and Consultant warrants that such Services shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Agreement and any amendments hereto.

Failure to provide major deliverables, including, but not limited to, Services identified in Exhibit A, Scope of Work, shall constitute a material breach of this Agreement, unless waived in writing by the County.

### ARTICLE 3 - COMPENSATION

#### 3.1 Compensation for Services

For Services defined in Section 1 above, Consultant's compensation shall be determined on a time and material basis, in accordance with the **Fee Schedule described in Exhibit "B"**, which is attached hereto and incorporated by reference as part of the Agreement, and shall not exceed the sum of **\$116,610**. Consultant shall satisfy its obligations hereunder without additional cost or

expense to County during the term of this Agreement other than the heretofore stated compensation and the fee schedule described in Exhibit B. The Fee Schedule may be renegotiated at the end of one (1) year upon request by either the County or the Consultant. Renegotiated fees are subject to approval by County's Board of County Commissioners. The actual costs charged for the work by Consultant in accordance with this provision shall be full compensation to Consultant for all Services and duties required by the Scope of Work, including, but not limited to: costs of supplies, facilities and equipment; costs of labor and services of employees, consultants and sub-consultants engaged by Consultant; travel expenses, telephone charges, typing, duplicating, costs of insurance, and all items of general overhead. Consultant shall submit billings on a monthly basis.

### 3.2 Compensation for Additional Services

If County requests Consultant to perform additional services, other than those required to be performed under Services identified in Exhibit A, Scope of Work, the cost of such additional services shall be determined prior to commencing additional work. All additional services and amount of payment must be authorized in writing by County prior to commencing any work for such services.

### 3.3 Methods and Times of Payment

Consultant shall submit to County monthly progress invoices indicating the number of hours each employee provided services and other allowed direct expenses. Payment to Consultant for work on the Project shall be made within forty-five (45) days after receipt and approval of Consultant's invoice, said approval not to be unreasonably withheld. Payment by County of invoices or requests for payment shall not constitute acceptance by County of work performed on the Project by Consultant. No penalty shall be imposed upon the County for payment(s) received by Consultant after forty-five days.

### 3.4 Dispute of Work

County shall notify Consultant in writing within thirty (30) days of receipt of the work, or portion of work, which is not approved. For work, or portions of the work, which are unapproved, the County and Consultant shall develop a mutually acceptable method to resolve the dispute within thirty (30) days of receipt by the Consultant of notice from the County. If the County and Consultant cannot reasonably agree to remedy the dispute of unapproved work within the thirty-day period, the work shall be terminated or suspended per Article 12.

## ARTICLE 4 - TIME SCHEDULE FOR COMPLETION

The Services identified in Exhibit A, Scope of Work on the Project shall be diligently performed and be completed no later than October 17, 2017. Consultant shall be granted time extensions for items within the phases of the Project in writing by County if the time schedules cannot be met because of delays beyond Consultant's reasonable control, including, but not limited to, County's failure to furnish information, or to approve or disapprove Consultant's work promptly. Consultant will provide to County a monthly report including a schedule identifying progress or work completed, problems or difficulties being encountered, work to be initiated during the following month and other useful information. This report will be submitted on the first day of each month and will be in a format suitable for submittal to other interested agencies. Consultant's failure to submit promptly the monthly progress report may cause delay in payment from the County.

## ARTICLE 5 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided under similar circumstances and Consultant shall, at no cost to County, re-perform services which fail to satisfy the foregoing standard of care provided that Consultant is notified in writing by County of the deficiency within six (6) months of performance of the deficient Services. Such re-performed Services may include, but not be limited to, correcting errors and omissions, or any other deficiencies in designs, drawings, specifications and reports. County reserves the right to inspect, comment on, and request revision of, all Services performed by Consultant prior to acceptance, and Consultant warrants that Services shall be fit and sufficient for the purposes expressed in and intended by this Agreement and any amendments thereto. Failure to provide Services or re-performed Services in accordance with the foregoing standard of care shall constitute a material breach of this Agreement unless waived by the County. Review and approvals by County do not relieve Consultant of its responsibilities under this Article. Except as is otherwise provided for in this Article, the re-performance of Services is the Consultant's entire responsibility and the County's exclusive remedy for Services rendered or to be rendered hereunder, and no additional warranties, guarantees or obligations are to be implied.

## ARTICLE 6 - LIMITATIONS OF RESPONSIBILITY

Consultant shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project. In addition, Consultant shall not be responsible for the failure of any other consultant, subcontractor, vendor, or other project participant to fulfill contractual or other responsibilities to County or to comply with federal, state, or local laws, ordinances, regulations, rules, codes, orders, criteria, or standards. Consultant shall notify County of any apparent unsafe conditions, methods or procedures that the Consultant may observe at the project site.

## ARTICLE 7 - OPINIONS OF COST AND SCHEDULE

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, including over any other consultants', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions, Consultant's cost estimates shall be made on the basis of qualification and experience.

Since Consultant has no control over the resources provided by others to meet contract schedules, Consultant's forecast schedules for completion of Services shall be established based on generally acceptable schedules for and performance standards of similarly situated professionals qualified and experienced to perform the Services. Consultant cannot and does not guarantee that proposals, bids or actual project costs will not vary from its cost estimates or that actual schedules will not vary from its forecast schedules.

## ARTICLE 8 - INDEPENDENT CONTRACTOR

Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. County shall have no right to supervise the methods used by Consultant. County shall have the right to observe such performance. Consultant shall work closely with County in performing Services under this Agreement.

## ARTICLE 9 - PERMITS AND LICENSES

Consultant shall procure the permits, certificates, and licenses necessary to allow Consultant to perform the Services. Consultant shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Consultant in Exhibit A, Scope of Services.

## ARTICLE 10 - COUNTY'S RESPONSIBILITY

County shall provide any information authorized by law in its possession that is requested by Consultant and is necessary to complete the Project. County shall assist Consultant in obtaining access to public and private lands so Consultant can perform the Services. County shall examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by Consultant and shall render decisions pertaining thereto within a reasonable time so as not to delay the work of Consultant.

## ARTICLE 11 - REUSE OF DOCUMENTS

All documents, including computer files, drawings, specifications, and computer software, prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by County or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at County's sole risk and without liability or legal exposure to Consultant; and County shall indemnify and hold harmless Consultant against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from such reuse. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by County and Consultant.

Copies of all documents, including reports, computer files, drawings, specifications, and computer software, prepared by Consultant pursuant to this agreement will be provided to the County in electronic format accompanied by the appropriate documentation necessary to catalog them in the context of this project.

When transferring data in electronic media format, Consultant makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of the Project.

Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by County.

## ARTICLE 12 - TERMINATION OR EXTENSION OF CONTRACT

Either Party may terminate this Agreement by written notice to the other Party if the other Party is in material breach or default of any provision of this Agreement and does not

remedy such breach or default, or provide satisfactory evidence that such default will be expeditiously remedied, within thirty (30) days after being given such notice. In the event of such termination, County shall pay Consultant for all Services satisfactorily performed to the date of termination.

County, in its sole discretion, shall have the right to terminate this Agreement or suspend performance thereof for County's convenience upon written notice to Consultant, and Consultant shall terminate or suspend performance of services within thirty (30) days on a schedule acceptable to County. In the event of termination or suspension for County's convenience, County shall pay Consultant for all Services performed in accordance with the terms of this Agreement.

In the event that the County's governing body fails to appropriate or budget funds for the purposes specified in this Agreement, or that the County's governing body has been required, in its sole judgment, to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes of this Agreement, this Agreement shall be terminated without penalty, charge, or sanction.

#### ARTICLE 13 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by County to be proprietary unless such information is available from public sources, was known to Consultant prior to the execution of this Agreement, was received by Consultant from a third-party source not under any obligation of confidentiality to the County, or is required by law or ordered to be disclosed in a regulatory or judicial proceeding. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of County or in response to legal process or as required by the regulations of public entities.

#### ARTICLE 14 - NOTICE

Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below:

To County:

David Solaro, Director  
Washoe County Community Services  
1001 East 9<sup>th</sup> Street  
Reno, NV 89512

To Consultant:

Erik Fong, AIA, Principal Architect  
MBA Architecture & Interior Design  
6151 Lakeside Drive, Ste 1100  
Reno NV 89511

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

#### ARTICLE 15 - UNCONTROLLABLE FORCES

Neither County nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid and is not reasonably foreseeable at the time of entering into this Agreement. The term "uncontrollable forces" shall

mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, inability to procure permits, licenses, or authorizations from any state, local, or federal agency or person for any of the supplies, materials, accesses, or services required to be provided by either County or Consultant under this Agreement, strikes, work slowdowns or other labor disturbances, and judicial restraint. Consultant shall be paid for services performed prior to the delay plus related costs incurred attributable to the delay.

Neither Party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable nor which the non-performing Party could have, with reasonable dispatch removed or remedied. The provisions of this Article shall not be interpreted or construed to require Consultant or County to prevent, settle, or otherwise avoid a strike, work slowdown, or other labor action. The non-performing Party shall upon being prevented or delayed from performance by an uncontrollable force, immediately give written notice to the other Party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

#### ARTICLE 16 - GOVERNING LAW-VENUE

Nevada law governs this Agreement and all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 2 – Services to be Performed by Consultant. Venue for all adversarial proceedings arising out of this Agreement or arising out of planning or constructing the Project outlined in Article 2 – Services to be Performed by Consultant shall be in state district court in Washoe County, Nevada.

#### ARTICLE 17 - MISCELLANEOUS

##### 17.1 Nonwaiver

A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

##### 17.2 Severability

If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable or disregarding it. If an unenforceable provision is modified or disregarded in accordance with this Article 17, the rest of the Agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

##### 17.3 Attorney Fees

The prevailing party in any dispute arising out this Agreement or Consultant's work described in Exhibit A – Scope of Work, is entitled to reasonable costs and attorneys' fees.

#### ARTICLE 18 - INTEGRATION AND MODIFICATION

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This

Agreement may be amended only by a written instrument signed by each of the Parties. Unless otherwise specified in writing, if there is any inconsistency between the terms of this Agreement and any other agreement between the Parties, the terms of this Agreement shall control.

#### ARTICLE 19 - SUCCESSORS AND ASSIGNS

County and Consultant each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

#### ARTICLE 20 - ASSIGNMENT

Neither County nor Consultant shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subcontractors, as he may deem appropriate to assist him in the performance of the Services hereunder.

#### ARTICLE 21 - THIRD PARTY RIGHTS

Nothing herein shall be construed to give any rights or benefits to anyone other than County and Consultant.

#### ARTICLE 22 – INDEMNIFICATION AND INSURANCE

Washoe County has established specific indemnification and insurance requirements for agreements/contracts with consultants, engineers, and architects to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that consultants accept and are able to pay for the loss or liability related to their activities. **Exhibit “C” Insurance Specifications** is included by reference. All conditions and requirements identified in this exhibit shall be completed prior to the commencement of any work under this Agreement.

#### ARTICLE 23 – LIMITED LIABILITY

County will not waive and intends to assert available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages. Actual damages for the County’s breach of this Agreement shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

Consultant agrees to indemnify, hold harmless and defend County and the employees, officers and agents of County from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys’ fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of Consultant or the employees or agents of the Consultant (1) in the performance of the contract, or (2) which are, or are not, based upon or arising out of the professional services of Consultant, to the full extent allowed by law.

More specifically and without limitation to the foregoing, in recognition of the limitations provided in NRS 338.155, Consultant is not required to defend County and the employees, officers and agents of the County with respect to the liabilities, damages, losses, claims, actions or proceedings caused by the negligence, errors, omissions, recklessness or intentional misconduct of Consultant or the employees or agents of Consultant which are based upon or arising out of the professional services of Consultant. However, if Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the County, as reimbursement for the attorney's fees and costs incurred by County in defending the action, by Consultant in an amount which is proportionate to the liability of Consultant.

ARTICLE 24 - ORGANIZATION'S CERTIFICATION

Consultant, its principals and agents, to the best of its knowledge and belief:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
- b) Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in (ii) above;
- d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- e) Understand that a false statement on this certification may be grounds for rejection or termination of this Agreement. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WASHOE COUNTY:

CONSULTANT:

Dated this \_\_\_ day of \_\_\_\_\_, 2017

Dated this \_\_\_ day of \_\_\_\_\_, 2017

By \_\_\_\_\_  
Chair,  
Washoe County Commission

By \_\_\_\_\_  
Erik Fong, AIA  
MBA Architecture & Interior Design



December 8, 2016

Megan Sizelove, P.E.  
Project Manager  
Capital Projects – Washoe County Community Services  
1001 E. Ninth St., Bldg. A  
Reno, NV 89520  
[MSizelove@washoecounty.us](mailto:MSizelove@washoecounty.us)

**Subject: Building and Site Renovation – 905 E Prater Way, Sparks**

Megan,

Thank you for the opportunity to provide design and engineering services for the approximately 6,000 square foot building located at 905 E Prater Way. Please review the project scope below.

#### **PROJECT SCOPE**

##### **As-Built + Site Plan**

*As-built drawings allow the owner, architect, designer, contractor and entire project team to better understand the existing space. As-built documents often become the foundation for initial programming and planning discussions and are necessary for all further design development.*

MBA will complete typical as-built drawings of the interior of the building, consisting of floor plan, reflected ceiling plan, window/door locations, outlet, switch and diffuser locations and other built architectural elements as needed. Interior elevations, architectural or millwork details are not included.

MBA will also include overall site layout, building location on site, parking lot, building access, landscaping locations and fencing.

##### **Programming, Conceptual Design + Master Plan**

*The goal of the Conceptual Design Master Planning and Programming Phase is to establish the overall spatial & visual character, quality level, space use, signature features, unique elements and design direction of each of the spaces and to further define the intent of the project as a whole. If a design charrette is used, it is an intensive planning session where clients, owners, designers and others collaborate on a vision for the project, and is intended to provide a forum for ideas, allowing everyone who participates to be a mutual author of the plan and offers the unique advantage of giving immediate feedback to the designers.*

MBA will consult with the Washoe County staff to develop a master plan project program and will conduct 1-2, (2) two hour-long in-person design charrette with key team members from Washoe County to establish a detailed list of wants and needs for the project functionally, spatially and aesthetically.

The program interviews will direct MBA on the project goals and will act as a benchmark for design concepts. The list of requirements and requests will be drafted for review and approval by Washoe County prior to beginning space plan concepts.

Once the above list is approved, MBA will provide a brief narrative, outlining the existing conditions, existing items to be reused or repurposed, and brief descriptions of the new elements in the space. MBA will develop a conceptual space plan addressing the overall programmatic, operational and code requirements. Special consideration will be placed on overall user experience throughout the space and MBA will focus on creating a functional, efficient, and unique visitation space.

As known at this time, the current site + building should include the following:

- Functional and safe site access from the adjacent streets to the building and parking areas
- Adequate parking and loading/unloading zones
- One, possibly two, entrances to center w/ easy access
- One, possibly two, reception areas with security for visitors and employees
- Playground area (possibly divided into sections) for visitation
- Interior visitation rooms consisting of possible infant rooms, large communal room, smaller separate play rooms
- Kitchen area for both employees and visitation purposes and possibly for larger functions
- Restrooms (as required by code) with additional family bathroom
- Office Spaces

\*Please note – the above list was developed per our meeting on site, but will be finalized during the design charrette as detailed above.

### **Deliverables/Responsibilities**

#### **MBA**

- Create as-built document as listed above
- Attend 1-2 design charrette meetings
- Provide design narrative and requirements lists
- Provide schematic floor plan for review and approval.

#### **Washoe County**

- Provide program of spaces (type, quantity, size, etc.)
- Provide budget goals (construction, furniture, equipment, etc.)
- Provide general direction on the aesthetic/finish goals.
- Provide response/approval according to schedule.
- Provide list of systems (as applicable) and system requirements for Audio/Visual, Paging, Surveillance, Security, Phone System, Copy/Fax/Printers, IT Room/Rack requirements, etc.

### **Schematic Design/Design Development**

MBA will produce a schematic design floor plan and site plan as a result of the design charrette and review meetings. The program document will be adjusted as required to coordinate with space available and to Washoe County priorities. A code study will be performed to determine the minimum number of bathroom fixtures, parking spaces, etc. required and the plan will be adjusted accordingly. A palette of interior finishes, materials and fabrics will also be developed for review and approval. The

schematic design/design development documents will be presented to Washoe County for review and approval prior to beginning construction documents

### **Cost Estimating/Project Schedule**

MBA will work with Washoe County and the cost estimating consultant to provide an estimate for furniture, fixtures, and equipment as well as overall construction costs. The cost estimator will provide a construction cost estimate and project schedule at or after the completion of SD/DD documents. The cost estimator will also provide a construction cost estimate and projected construction schedule after the completion of the CDs.

### **Construction Documents**

MBA will commence with construction documents after design development are reviewed and approved. Construction documents will include floor plans, reflected ceiling plans, sections as required, elevations, and details. We will produce interior specifications for all material finishes and architectural lighting. MBA will also provide furniture layouts and coordinate all power and data locations. As this is an existing building, we have also allocated time to address unknown defects, repairs and unforeseen conflicts as needed. Coordination and management of all consultants listed below is included in the Arch./Interior Design base fee (Site and Tenant Improvement).

A separate line item is presented to address repairs to the exterior of the building as needed. We have also given a not-to-exceed fee to select office furniture, kitchen equipment, and other specialty items for visitation/training rooms. MBA will also assist with the design and selection of site improvements such as fencing, playground equipment, outdoor furniture and other amenities.

MBA will submit documents to the building department for plan review and permit. Washoe County will provide asbestos report to obtain air quality letter.

### **Bidding & Agency Review**

MBA will review general contractor bids and evaluate if bids include scope of work designated in drawings. We will also respond to building department comments and resubmit revisions or additional drawings as necessary.

### **Construction Administration**

Our proposal includes weekly project meetings during construction and at substantial completion. MBA will monitor construction progress, review shop drawings, and submittals. A lead member of our team we will be present for the final walk-through and will provide a punch list of items to be completed or repaired. We will also respond to RFI's, field questions, and issue ASI's for additional work and clarification.

<b><u>MBA Architecture &amp; Interior Design Fees</u></b>	<b>SD/DD/CD</b>	<b>CA</b>
Arch & I.D (Site and Tenant Improvement)	N.T.E. \$ 43,200.00	\$ 4,800.00
Exterior Repair Details & Consulting	N.T.E. \$ 2,500.00	
FF&E, Specialty Equipment Design/Selections	N.T.E. \$ 7,500.00	
<b>Total Architecture + Interior Fees</b>	<b>N.T.E. \$ 53,200.00</b>	<b>\$ 4,800.00</b>

Billing Rates are attached in Exhibit B, however all hours performed by MBA for architecture and interior design will be billed at a reduced/blended rate of \$120/hr.

**Consultants**

Dinter Engineering (Electrical Engineering)	\$ 7,500.00	\$ 1,000.00
MMI Engineering (Mechanical/Plumbing)	\$ 10,200.00	\$ 850.00
MMI Engineering (Fire Protection)	\$ 800.00	
Forbes Engineering (Structural Engineering)	N.T.E. \$ 7,700.00	\$ 800.00
CFA Engineers (Civil Engineering)	N.T.E. \$ 11,800.00	\$ 2,400.00
Moana Nursery (Landscape Architecture)	\$ 4,060.00*	
C/S (Cost Estimating/Schedule)	\$ 11,500.00	
<b>Total Consultant Fees</b>	<b>\$ 53,560.00</b>	<b>\$ 5,050.00</b>

**Total Fees** N.T.E. **\$106,760.00** **\$ 9,850.00**

**Total Combined Fees** N.T.E. **\$116,610.00**

\_\_\_\_\_  
Approved By:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Print Name

This proposal is valid for thirty (30) days.

\* Cost of landscape architecture design and documents will not be charged if Moana Nursery is contracted to complete the landscape installation.

If you have any questions please feel free to contact us. We appreciate the opportunity to present this proposal and look forward to hearing from you soon. Attached is Exhibit A.

Sincerely,  
**MBA Architecture + Interior Design**



Erik Fong, AIA  
Principal Architect

**EXHIBIT B**  
**2016 Hourly Rates**

Principal Architect	\$250.00 per hour
Project Architect	\$190.00 per hour
Intern Architect	\$150.00 per hour
Interior Project Manager/Designer	\$150.00 per hour
Interior Designer	\$110.00 per hour
Intern Designer	\$ 75.00 per hour
Senior Draftsperson	\$100.00 per hour
Drafting	\$ 75.00 per hour
Clerical	\$ 60.00 per hour
Office Manager/Accounting	\$125.00 per hour
Artist	\$160.00 per hour
CG Image/Animation/Montages (Technician & Computer Time)	\$150.00 per hour

**As a Client requests work in excess of 40 hours per one week, MBA Architecture will charge Overtime at one and a half times (1.5) the above stated rates.**

## Exhibit C

### INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR PROFESSIONAL ENGINEERING SERVICES WCSS VISITATION CENTER, 905 E. PRATER WAY PROJECT

#### INDEMNIFICATION

##### ENGINEER Liability

As respects acts, errors or omissions in the performance of ENGINEER services, ENGINEER agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability to the extent caused by ENGINEER'S negligent acts, errors or omissions in the performance of its ENGINEER services under the terms of this agreement.

ENGINEER further agrees to defend COUNTY and assume all costs, expenses and liabilities of any nature to which COUNTY may be subjected as a result of any claim, demand, action or cause of action to the extent arising out of the negligent acts, errors or omissions of ENGINEER or its Sub-ENGINEER in the performance of their ENGINEER services under the Agreement.

##### General Liability

As respects all acts or omissions which do not arise directly out of the performance of ENGINEER services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, ENGINEER agrees to indemnify, defend (at COUNTY'S option), and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of any acts or omissions of ENGINEER while acting under the terms of this agreement; excepting those which arise out of the negligence of COUNTY.

In determining the nature of the claim against COUNTY, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against COUNTY.

#### GENERAL REQUIREMENTS

COUNTY requires that ENGINEER purchase Industrial Insurance (Workers' Compensation), General and Auto Liability, and ENGINEER'S Professional Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by ENGINEER, its agents, representatives, employees or Sub-ENGINEERS. The cost of all such insurance shall be borne by ENGINEER.

#### INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for ENGINEER or any Sub-ENGINEER by COUNTY. ENGINEER agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and NRS 617.210.

If ENGINEER or Sub-ENGINEER is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B627.

Should ENGINEER be self-funded for Industrial insurance, ENGINEER shall so notify COUNTY in writing prior to the signing of any agreement. COUNTY reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any agreement.

### **MINIMUM LIMITS OF INSURANCE**

ENGINEER shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. ENGINEER Professional Liability: \$1,000,000 per claim and as an annual aggregate. Premium costs incurred to increase ENGINEER'S insurance levels to meet minimum contract limits shall be borne by the ENGINEER at no cost to the COUNTY.

ENGINEER will maintain professional liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that ENGINEER goes out of business during the term of this Agreement or the three (3) year period described above, ENGINEER shall purchase Extended Reporting Coverage for claims arising out of ENGINEER'S negligent acts, errors and omissions committed during the term of the Professional Liability Policy.

Should COUNTY and ENGINEER agree that higher ENGINEER Coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount shall be borne by COUNTY. COUNTY retains the option to purchase project insurance through ENGINEER'S insurer or its own source.

### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division prior to the start of work under this Agreement. COUNTY reserves the right to request additional documentation, financial or otherwise prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

### **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverages
  - a. COUNTY, its officers, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of ENGINEER, including the insured's general supervision of ENGINEER; products and completed operations of ENGINEER; or premises owned, occupied or used by ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds, nor shall the rights of the additional insured be affected by the insured's duties after an accident or loss.

b. ENGINEER'S insurance coverage shall be primary insurance as respects COUNTY, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, agents, employees or volunteers shall be excess of ENGINEER'S insurance and shall not contribute with it in any way.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, agents, employees or volunteers.

d. ENGINEER'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. ENGINEER'S insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits below that specified herein except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

### ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY with the approval of the Risk Manager may accept coverage with carriers having lower Best's ratings upon review of financial information concerning ENGINEER and insurance carrier. COUNTY reserves the right to require that the ENGINEER'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

### VERIFICATION OF COVERAGE

ENGINEER shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by COUNTY. All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by COUNTY before work commences. COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

### SUB-ENGINEERS

ENGINEER shall include all Sub-ENGINEERS as insureds under its policies or furnish separate certificates and endorsements for each Sub-ENGINEER. Sub-ENGINEER shall be subject to all of the requirements stated herein.

### MISCELLANEOUS CONDITIONS

1. ENGINEER shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by ENGINEER, any Sub-ENGINEER, or anyone employed, directed or supervised by ENGINEER.
2. Nothing herein contained shall be construed as limiting in any way the extent to which ENGINEER may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Sub-ENGINEERS under it.
3. In addition to any other remedies COUNTY may have if ENGINEER fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:

- a. Order ENGINEER to stop work under this Agreement and/or withhold any payments which become due ENGINEER here under until ENGINEER demonstrates compliance with the requirements hereof;
- b. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of ENGINEER under this Agreement if ENGINEER is unable to comply with the insurance requirements, and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
- c. Terminate the Agreement.

#### **ARBITRATION**

Any litigation arising out of this Agreement shall be governed by the Nevada Rules of Arbitration as delineated in part V(A) of the Nevada Supreme Court Rules. Both COUNTY and ENGINEER retain the right to bring the other in as a party to any arbitration or litigation arising out of the work performed under this Agreement.

COUNTY shall have the right to bring ENGINEER in as a party to any arbitration begun by a contractor or COUNTY under a construction contract relating to this project if COUNTY believes ENGINEER may be responsible in full or in part for the matter giving rise to the arbitration.

COUNTY shall not be liable to pay ENGINEER for any time spent by ENGINEER in such arbitration unless and until an award of costs is made to ENGINEER.